

**FILED**

OCT 14 2011

DAVID MC CREWS, CLERK  
BY *[Signature]*  
Deputy

IN THE CIRCUIT COURT OF CHOCTAW COUNTY, MISSISSIPPI

GDF SUEZ ENERGY NORTH  
AMERICA, INC.,

Plaintiff

VS.

DAVID GERHART,

Defendant

Civil Action No. 2011-023-CV-L

1:11cv219-A-S

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COMPLAINT

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This is an action to recover actual damages for a breach of contract brought pursuant to state law. The following facts support this action:

1.

The Plaintiff, GDF SUEZ Energy North America, Inc. ("Plaintiff"), is a Delaware corporation and the indirect parent entity of Choctaw Generation Limited Partnership, a Delaware limited partnership ("CGLP"), which operates a facility in Ackerman, Choctaw County, Mississippi.

2.

Defendant, David Gerhart is a former employee of Plaintiff and worked at its CGLP facility in Ackerman, Choctaw County, Mississippi. Upon information and belief, David Gerhart currently resides at 9945 Montague St., Tampa, FL 33626.

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PEGGY R. MILLER, CIRCUIT CLERK

3.

Pursuant to the Mississippi Long Arm Statute, Mississippi Code of 1972, as amended, §13-3-57, Defendant is subject to the jurisdiction of this Court and subject to service of process and summons pursuant to the Mississippi Rules of Civil Procedure.

4.

Venue of this lawsuit properly lies in this Court pursuant to Miss. Code. Ann. §11-11-3.

5.

After Defendant moved to Mississippi in June 2008, Plaintiff and Defendant entered into a Relocation Repayment Agreement (hereinafter "Agreement"), whereby Plaintiff agreed to advance to Defendant monies to be applied towards Defendant's cost to relocate to Mississippi. In return, Defendant agreed to repay all money advanced to him under the Agreement in the event he voluntarily terminated his employment. A copy of the referenced Agreement is attached hereto as Exhibit A and incorporated herein by reference.

6.

On or about March 28, 2011, Defendant submitted a letter of resignation, effective April 8, 2011, stating he had accepted employment elsewhere and was terminating his employment. A copy of Defendant's letter of resignation is attached hereto as Exhibit B and is incorporated herein by reference.

7.

After being reminded of his obligation to repay the monies advanced to him under the Agreement by virtue of his resignation, Defendant represented to Plaintiff that he desired to rescind his resignation and continue his employment. Defendant allowed him to do so, yet Defendant failed to report to work thereafter and subsequently tried to resign under alleged and

false grounds in an attempt to avoid his financial obligation to Plaintiff. Defendant's actions were intentionally deceitful and/or constituted gross negligence.

8.

In light of Defendant's resignation, he was obligated to repay the relocation monies paid to him which totaled \$73,738.74. Defendant failed and refused to repay the money he owes to Plaintiff.

9.

As a result of Defendant's actions in entering into the Agreement and then refusing to perform his duties and obligations thereunder, Plaintiff has suffered damage in the principal amount of payments made to Defendant under the Agreement which is \$73,738.74.

WHEREFORE PREMISES CONSIDERED, GDF SUEZ Energy North America, Inc. prays as follows:

1. That process issue and be served upon the Defendant, David Gerhart;
2. That the Plaintiff be awarded a judgment against the Defendant in the amount of \$73,738.74;
3. That the Plaintiff be awarded punitive damages and reasonable attorneys' fees and expenses;
4. That the Plaintiff be awarded post judgment interest and court costs; and,
5. That the Plaintiff be awarded any and all such other relief to which the Plaintiff may be entitled under the law.

RESPECTFULLY SUBMITTED,

GDF SUEZ ENERGY NORTH  
AMERICA, INC.

BY:   
LESLIE P. BARRY (MS BAR NO. 99110)

THE KULLMAN FIRM  
Suite 505, Court Square Towers  
200 6<sup>th</sup> Street North  
Post Office Box 827  
Columbus, MS 39703-0827  
Tel: (662) 244-8824  
Fax: (662) 244-8837



## Memo

Date: 5/8/08  
 From: David Gerhart (Relocating Employee)  
 To: HR File  
 Subject: Relocation from CICERO, NY to Starkville, MS  
 (Former City) (New City)

I have read the SUEZ Energy North America Relocation Policy and understand that if I voluntarily leave the company within five years of my effective hire or transfer date as indicated on the Personal Status Request (PSR) form, which is dated 5/27/08 (date), I will be responsible for reimbursing SUEZ Energy for any and all costs incurred by the Company in connection with this relocation. "All costs" includes any administrative fees charged to SUEZ Energy by the relocation company in connection with this relocation.

I acknowledge receipt of this memo.

David Gerhart  
 (Relocating Employee)

5/8/08  
 Date

(HR Rep)

\_\_\_\_\_  
 Date



**David Gerhart**

106 N. Primrose Lane • Starkville, Mississippi 39759  
(662) 324-6550

March 28, 2011  
Michael Fields, VP IPR-GDF Suez  
1990 Post Oak Blvd  
Houston, Texas 77056

Re: Resignation Letter of David Gerhart, Director - Plant Manager

Dear Mike:

It is with both regret and anticipation that I submit this letter of resignation, effective April 8, 2011. I have accepted a position with a former employer as an opportunity to further my career and personal goals.

It has been a genuine pleasure working for IPR-GDF Suez. The position has been challenging and productive, and I have thoroughly enjoyed working with IPR-GDF Suez's fine staff of professionals. I will miss my associations here.

If I may be of any assistance in the recruitment, hiring process or training of my replacement, please know that I will gladly make myself available to this effort.

Thank you again for allowing me to serve IPR-GDF Suez and for providing me with this opportunity. I wish you, Red Hills and IPR-GDF Suez continued success in all your endeavors.

Sincerely,  
David Gerhart

